

Affidavit of Lori Deutmeyer  
June 11, 2002  
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### **AFFIDAVIT OF LORI DEUTMEYER**

1. My name is Lori Deutmeyer. I am the Local Line Cost Manager for McLeodUSA. I am responsible for reviewing and paying invoices from Qwest Corporation ("Qwest") to McLeodUSA. I am also responsible for issuing invoices to Qwest from McLeodUSA related to the matters described in this affidavit. I have held this position during all the time described in this affidavit.
2. This affidavit describes how McLeodUSA and Qwest interact on two issues: (1) the calculation and payment of a purchase volume discount by Qwest to McLeodUSA, and (2) the reconciliation of Qwest's bills to McLeodUSA for the UNE Star product with the actual cost of that product under our interconnection agreement. This affidavit is based on my personal knowledge and experience.
3. In October 2000, Qwest agreed to give McLeodUSA a volume discount on all purchases made by McLeodUSA from Qwest, paid retroactively by Qwest on a quarterly basis. Qwest calls the discount a "Preferred Vendor Plan." Since then, I have been responsible for invoicing Qwest for the amount of the discount.
4. Here is how the process of calculating the discount amount works. After the end of every financial quarter, either Arturo Ibarra or Anthony Washington at Qwest will send me an e-mail with Qwest's estimate of the amount Qwest

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owes McLeodUSA under the discount agreement. Mr. Ibarra and Mr.

Washington both work for Audrey McKenney.

5. Attached as Trade Secret Exhibit 1 to this affidavit is a true copy of spreadsheets setting out Qwest's estimates of the discounts it owed McLeodUSA for October 2000 through March 2001 and April 2001 through June 2001. (The first discount payment by Qwest covered the fourth quarter of 2000 and the first quarter of 2001.) These spreadsheets were prepared by Qwest and sent to me in the normal course of business. Exhibit 1 also includes the e-mail transmitting the estimates to me.
6. What these spreadsheets show is a state-by-state estimate by Qwest of the discount earned by McLeodUSA based on the dollar amount of purchases made by McLeodUSA. Exhibit 1, for example, begins with a summary sheet showing the discount owed under the Preferred Vendor Plan for April through June 2001, broken out by month and state, and totaled at the end. The next several charts (labeled "M01 10% Refund" in the Excel workbook) show the 10% discount being applied by Qwest to different specific products purchased by McLeodUSA from April through June 2001, again broken out by state. The next to last chart shows the subtotal of the discount amounts owed by Qwest based on the product-specific analysis. This figure is then augmented by the discount calculated in the last chart to reach the total set out on the summary page.

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7. I then calculate the amount I believe Qwest owes McLeodUSA by totaling the amount paid by McLeodUSA to Qwest during the quarter and applying the appropriate discount. The discount to be applied will be either 8% or 10% depending on the amount of money paid by McLeodUSA to Qwest during the year. The discount applies to all products and services purchased by McLeodUSA from Qwest, including access, unbundled network elements ("UNEs"), collocation, resale services, and tariffed products and services. The discount applies for all purchases made by McLeodUSA from Qwest inside and outside of its 14-state territory.
8. If the number I calculate agrees with the number estimated by Qwest, then I prepare an invoice to Qwest for the agreed upon amount. If there is a significant disagreement, I work with Mr. Washington and/or Mr. Ibarra to reconcile our numbers. Attached as Trade Secret Exhibit 2 to this affidavit are true copies of the invoices I sent to Qwest for the discount between October 2000 and September 2001. These invoices were prepared and kept by me in the normal course of business. I send the invoices to Audrey McKenney at Qwest.
9. On June 22, 2001 Qwest paid McLeodUSA **[TRADE SECRET BEGINS]** **[TRADE SECRET ENDS]** via wire transfer for the discount on purchases made by McLeodUSA between October 2000 and March 2001. This payment corresponds to the first invoice in Exhibit 2 to this affidavit, which was derived from the spreadsheets attached as Exhibit 1. Attached as Trade Secret

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Exhibit 3 is a true copy of the confirmation I received showing the wire payment made by Qwest.

10. On October 2, 2001 Qwest paid McLeodUSA **[TRADE SECRET BEGINS]**  
**[TRADE SECRET ENDS]** via wire transfer for the discount on purchases made by McLeodUSA between April 2001 and June 2001. . This payment corresponds to the second invoice in Exhibit 2 to this affidavit, which was derived from the spreadsheets attached as Exhibit 1. Attached as Trade Secret Exhibit 4 is a true copy of the confirmation I received showing the wire payment made by Qwest.
11. On January 18, 2002 Qwest paid McLeodUSA **[TRADE SECRET BEGINS]**  
**[TRADE SECRET ENDS]** via wire transfer for the discount on purchases made by McLeodUSA between July 2001 and September 2001. This payment corresponds to the third invoice in Exhibit 2 to this affidavit. Attached as Trade Secret Exhibit 5 is a true copy of the confirmation I received showing the wire payment made by Qwest.
12. Qwest has not paid McLeodUSA the discount owed for the fourth quarter of 2001 or the first quarter of 2002. On May 22, 2002, Anthony Washington at Qwest informed me via e-mail that the discount payments were put on hold "until an undisclosed issue was resolved." A true copy of this e-mail is attached as Trade Secret Exhibit 6 and was kept by me in the ordinary course of business.

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13. I am also responsible for reviewing Qwest's invoices to McLeodUSA for McLeodUSA's purchase of the UNE Star product. UNE Star is also called UNE-M. The rates that McLeodUSA is supposed to pay for UNE Star are set out in the 8<sup>th</sup> Amendment to McLeodUSA's interconnection agreement with Qwest, a copy of which is attached as Exhibit 7 to this affidavit.
14. Qwest has never invoiced McLeodUSA for the correct amount for any of its UNE Star purchases. Instead of invoicing McLeodUSA for the amount set out in the 8<sup>th</sup> Amendment, Qwest invoices us for the resale price of the lines. That is, Qwest invoices us for the retail price of lines containing the same features, less the resale discount appropriate for each state.
15. After the end of every month, Qwest provides us with a spreadsheet to true up the difference between the resale rates it invoices and the amount it should have invoiced under the 8<sup>th</sup> Amendment. The spreadsheet Qwest created and e-mailed to me for September 2001 is attached as Trade Secret Exhibit 8. It was sent to and kept by me in the normal course of business. The first page shows, for each state in Qwest's territory, the total debit or credit to McLeodUSA after comparing the invoiced resale amount to the interconnection agreement rates. The remainder of the document shows, for each state in Qwest's territory, the following information for each USOC representing an element or feature of the UNE Star line ordered by McLeodUSA:

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- a. **Rev.** Rev is revenue. This column states the total revenue invoiced by Qwest to McLeod associated with the identified USOC in the specified month.
- b. **Qty.** Qty is quantity. This is the quantity of the element or feature associated with each USOC.
- c. **RslRate.** RslRate is resale rate. This is the rate applied by Qwest to the quantity associated with each USOC to obtain the revenue amount for each USOC.
- d. **UNEMrate.** This is the rate that should have been applied to the element or feature associated with each USOC under the 8<sup>th</sup> Amendment.
- e. **UNEMcost.** This is the product of the quantity multiplied by the UNE-M rates set out in the 8<sup>th</sup> Amendment. These are the correct amounts that should have been invoiced by Qwest.
- f. **True-up.** This is the difference between the UNE-M Cost and the Revenue actually invoiced by Qwest. It is either a debit or a credit to McLeodUSA. A credit, the figures bounded by parentheses, shows amounts overpaid by McLeodUSA based on the 8<sup>th</sup> Amendment. A debit shows the amounts underpaid by McLeodUSA based on the 8<sup>th</sup> Amendment.
16. Once I have received the monthly spreadsheet from Qwest, I review it, and if I find any potential errors, I communicate them to Qwest and negotiate until we arrive at an agreed-upon true-up amount. Qwest then pays the true-up amount

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via a wire transfer to McLeodUSA. The wire transfers occur outside of the billing adjustment procedures specified in the interconnection agreement between McLeodUSA and Qwest, and do not appear as a billing adjustment in any subsequent invoices that Qwest issues to McLeodUSA.

17. In every month since McLeodUSA entered into the 8<sup>th</sup> Amendment, the true-up has resulted in a total credit to McLeodUSA, both for Minnesota specifically and Qwest's 14-state territory generally.
18. As a result of this true-up process, Qwest has refunded the following amounts to McLeodUSA for the following months for Qwest's entire 14-state territory.

**[TRADE SECRET BEGINS]**

**[TRADE SECRET ENDS]**

19. As a result of this true-up process, Qwest has refunded the following amounts to McLeodUSA for the following months for Minnesota.

**[TRADE SECRET BEGINS]**

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**[TRADE SECRET ENDS]**

I declare under penalty of perjury under the laws of the United States of America and the state of Minnesota that the foregoing is true and correct.

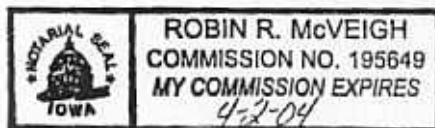
Further affiant sayeth not.

Signed this 11<sup>th</sup> day of June, 2002.

Lori Deutmeyer  
Lori Deutmeyer

Signed before me this 11<sup>th</sup> day of June, 2002.

Robin R. McVeigh  
Notary Public





Docket No. P421/CI-01-1371

Affidavit of Lori A. Deutmeyer  
Exhibits #1-6

Trade Secret Information Redacted

Docket No P42 /CI-0 37

Affidavit of Lori A. Deutmeyer  
Exhibit #7

Public

**McLeodUSA**

Law Department  
McLeodUSA Technology Park  
6400 C Street SW  
Cedar Rapids, IA 52406-3177  
Phone: (319) 790-6480  
Facsimile: (319) 790-7901

DEC 21 2000

ST, AS

December 20, 2000

Dr. Burl W. Haar  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101

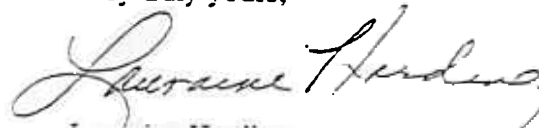
Re: In the Matter of the Joint Application for Approval of the Eighth Amendment  
to the Interconnection Agreement between McLeodUSA Telecommunications  
Services, Inc. and Qwest Corporation.

Dear Dr. Haar:

Enclosed for filing with the Minnesota Public Utilities Commission are an  
original and sixteen copies of the above referenced amendment to the Interconnection  
Agreement. The original Interconnection Agreement was approved by the Minnesota  
Public Utilities Commission on January 30, 1998.

Also enclosed is an extra copy of this letter. Please date stamp the extra copy  
when filed, and return it to me in the enclosed self-addressed stamped envelope. If you  
have any questions or require additional information, please do not hesitate to contact me.  
Thank you for your consideration.

Very truly yours,

  
Lauraine Harding

Attachment  
cc: Attached Service List

Qwest  
Exhibit 14

STATE OF MINNESOTA  
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

|                     |              |
|---------------------|--------------|
| Gregory Scott       | Chairman     |
| Edward A. Garvey    | Commissioner |
| Joel Jacobs         | Commissioner |
| R. Marshall Johnson | Commissioner |
| LeRoy Koppendraye   | Commissioner |

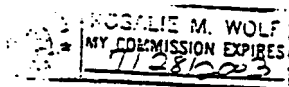
Re: In the Matter of the Joint Application for Approval of the Eighth Amendment to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation

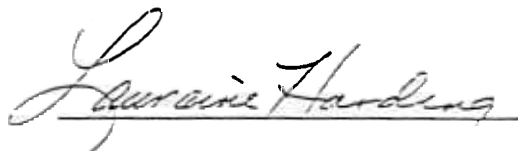
AFFIDAVIT OF SERVICE

STATE OF MINNESOTA            )  
  ) ss  
COUNTY OF HENNEPIN        )

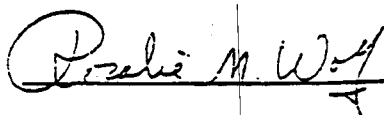
Lauraine Harding, being first duly sworn, deposes and says:

That on the 22<sup>nd</sup> day of December, 2000, at the City of Cedar Rapids, State of Iowa, she served the annexed filing on the party designated therein, by overnighting to them a copy thereof, enclosed in an envelope, postage prepaid, directed to said address or last known address.



  
Lauraine Harding

Subscribed and sworn to me  
This 20<sup>th</sup> day of December, 2000.

  
\_\_\_\_\_

Notary Public

## Service List

Dr. Burl W. Haar  
Minnesota Public Utilities Commission  
121 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101

Linda Chavez  
Minnesota Department of Public Service  
121 7<sup>th</sup> Place East, Suite 200  
St. Paul, MN 55101

Qwest Corporation  
Director – Interconnection Compliance  
1801 California Street, Room 2410  
Denver, CO 80202-1984

Qwest Corporation  
Attn: Jim Gallegos  
Corporate Counsel, Interconnection  
1801 California Street, 38<sup>th</sup> Floor  
Denver, CO 80202

Jason Topp  
Qwest Corporation  
200 South Fifth Street, Room 395  
Minneapolis, MN 55402

Amendment No. 8 to the Interconnection Agreement  
Between  
McLeodUSA Telecommunications Services, Inc.  
and  
Qwest Corporation  
f.k.a. U S WEST Communications, Inc.  
for the State of Minnesota

This Amendment No. 8 ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, McLeodUSA and Qwest entered into an Interconnection Agreement for service in the state of Minnesota which was approved by the Minnesota Public Utilities Commission on January 30, 1998 (the "Agreement"); and

WHEREAS, McLeodUSA and Qwest desire to amend the Agreement by adding the terms, conditions and rates contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Amendment Terms.**

This Amendment is made in order to add terms, conditions and rates for the business-to-business relationship as set forth in Amendment 8 and Attachment 3.2 attached hereto and incorporated herein.

**2. Effective date.**

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties agree to implement the provisions of this Amendment effective October 1, 2000.

**3. Further Amendments.**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

## AMENDMENT 8

### INTERCONNECTION AGREEMENT AMENDMENT TERMS

This Amendment Agreement ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Qwest Corporation ("Qwest") (collectively, the "Parties") on this 26th day of October, 2000.

The Parties agree to file this Amendment as an amendment all Interconnection Agreements ("Agreements" and, singularly, "Agreement") between them, now in effect or entered into prior to December 31, 2003, with the Amendment containing the following provisions:

1. This Amendment is entered into between the Parties based on the following conditions, and such conditions being integrally and inextricably are a material part of this agreement:

1.1 McLeodUSA purchased, as of the end of 1999 over 200,000 local exchange lines for resale from Qwest (throughout the 14-state area where Qwest is an incumbent local exchange carrier).

1.2 Qwest and McLeodUSA currently have an agreement, on a region-wide basis, for the exchange of local traffic, including Internet-related traffic, on a "bill and keep" basis, that provides for the mutual recovery of costs through the offsetting of reciprocal obligations for local exchange traffic which originates with a customers of one company and terminates to a customer of the other company, provided however, that these provisions will not affect or avoid the obligations to pay the rates set out on Attachment 3.2.

1.3 The Parties wish to establish a business-to-business relationship and have agreed that they will attempt to resolve all differences or issues that may arise under the Agreements or this Amendment under the escalation process to be established between the parties, and modified if appropriate.

1.4 The Parties agree that the terms and conditions contained in this Amendment are based on current characteristics of McLeodUSA, which includes service to business and Centrex-related customers and includes a fair representation of all businesses, with no large proportion of usage going to a particular type of business.

1.5 The Parties agree that the terms and conditions contained in this Amendment are based on the characteristics of McLeodUSA's traffic patterns, which does not include identifiable usage by any particular type of user.

1.6 This Amendment shall be deemed effective on October 1, 2000, subject to approval by the appropriate state commissions, and the parties agree to implement the terms of the Amendment effective October 1, 2000. This Amendment will be

## AMENDMENT 8

incorporated in any future Agreements, but nothing in any new Agreement will extend the termination date of this Amendment or its terms beyond the term provided herein. Nothing in this Amendment will extend the expiration date of any existing interconnection agreement. This Amendment and the underlying Agreement shall be binding on Qwest and McLeodUSA and their subsidiaries, successors and assigns.

1.7 In interpreting this Amendment, all attempts will be made to read the provisions of this Amendment consistent with Agreements and all effective amendments. In the event that there is a conflict between this Amendment and an Agreement or previous amendments, the terms and conditions of this Amendment shall supersede all previous documents.

1.8 Except as modified herein, the provisions of the Agreements shall remain in full force and effect. Neither the Agreements nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This specifically excludes amendments resulting from regulatory or judicial decisions regarding pricing of unbundled network elements, which shall have no effect on the pricing offered under this Amendment, prior to termination of this Amendment.

1.9 The Parties intending to be legally bound have executed this Amendment effective as of October 1, 2000, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.10 Unless terminated as provided in this section, the initial term of this Amendment is from the date of signing until December 31, 2003 ("Initial Term") and this Amendment shall thereafter automatically continue until either party gives at least six (6) months advance written notice of termination. This Amendment can only be terminated during the Initial Term in the event the Parties agree.

1.11 In the event of termination, the pricing, terms, and conditions for all services and network elements purchased under this Amendment shall immediately be converted, at the option of McLeodUSA, to either other prevailing prices for combinations of network elements, or to retail services purchased at the prevailing wholesale discount. In either case, if and to the extent conversion of service is necessary, reasonable and appropriate cost-based nonrecurring charges will apply.

1.12 All factual preconditions and duties set forth in this Amendment are, are intended to be, and are considered by the parties to be, reasonably related to, and dependent upon each other.

1.13 To the extent any Agreement does not contain a force majeure provision, then if either party's performance of this Amendment or any obligation under this Amendment is prevented, restricted or interfered with by causes beyond such parties reasonable control, including but not limited to acts of God, fire, explosion, vandalism



## AMENDMENT 8

which reasonable precautions could not protect against, storm or other similar occurrence, any law, order, regulation, direction, action or request of any unit of federal, state or local government, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes or work stoppages or vendor failures, cable cuts, shortages, breach or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (a "Force Majeure").

1.14 Neither party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other party, without the prior written consent of the other party.

2. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, McLeodUSA agrees to the following:

2.1 To pay Qwest \$43.5 million to convert to the Platform described herein and in Attachment 3.2.

2.2 Based on all the terms and conditions contained herein, McLeodUSA may also purchase DSL and voice mail (at full retail rates) from Qwest for resale.

2.3 During each of the three calendar years of this Amendment, to maintain for the purpose of providing service to McLeodUSA's customers, no fewer than 275,000 local exchange lines purchased from Qwest, and to maintain on Qwest local exchange lines to end users at least seventy percent (70%) (in terms of physical non-DS1/DS3 facilities) of McLeodUSA's local exchange service in the region where Qwest is the incumbent local exchange service provider. In addition, beginning in 2001, at least 1000 lines will be maintained in each state (including no less than 125,000 lines in the state of Iowa) in which Qwest is the incumbent local exchange service provider. For purposes of this provision, local exchange lines purchased include lines purchased for resale and unbundled loops, whether purchased alone or in combination with other network elements. This minimum line commitment will be reduced proportionally in the event Qwest sells any exchanges where it is currently the incumbent local exchange service provider.

2.4 To place orders for the product offered in this amendment, and for features associated with the product, using (at McLeodUSA's option) primarily through either IMA or EDI electronic interfaces offered by Qwest.

2.5 To remain on a "bill and keep" basis for the exchange of local traffic and

## AMENDMENT 8

Internet-related traffic, with Qwest, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2002.

2.6 To enter into and maintain interconnection agreements, or one regional agreement, covering the provision of Products in each state of the entire territory where Qwest is the incumbent local exchange service provider.

2.7 To provide Qwest accurate daily working telephone numbers of McLeodUSA customers to allow Qwest to provide daily usage information to McLeodUSA so that McLeodUSA can bill interexchange or other companies switched access or other rates as appropriate.

2.8 To provide Qwest with rolling 12 month forecasted line volumes to the central office level for unbundled loops, and otherwise where marketing campaigns are conducted, updated quarterly.

2.9 To hold Qwest harmless in the event of disputes between McLeodUSA and other carriers regarding the billing of access or other charges associated with usage measured by a Qwest switch; provided that Qwest agrees to cooperate in any investigation related to such a dispute to the extent necessary to determine the type and accuracy of such usage.

3. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 2, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Qwest agrees to the following:

3.1 To waive and release all charges associated with conversion from resold services to the unbundled network platform and for terminating McLeodUSA contracts for services purchased from Qwest for resale as described in this amendment.

3.2 To provide throughout the term of this Amendment the Platform and Products described herein and in Attachment 3.2, regardless of regulatory or judicial decisions on components of an unbundled network element platform, upon the rates, terms and conditions described herein and in Attachment 3.2.

3.3 To provide daily usage information to McLeodUSA, for the working telephone numbers supplied to Qwest by McLeodUSA, so that McLeodUSA can bill interexchange or other companies switched access or other rates as appropriate.

3.4 To remain on a "bill and keep" basis for the exchange of local traffic and Internet-related traffic with McLeodUSA, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2002.

3.5 To provide (at McLeodUSA's option) EIA and EDI electronic interfaces to adequately support the product described in section 3.2.

McLeodUSA Telecommunications  
Services, Inc.

  
Authorized Signature

Blake O. Fisher  
Name Printed/Typed

Group Vice President  
Title

October 26, 2000  
Date

Qwest Corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

October 26, 2000  
Date

3.5 To provide (at McLeodUSA's option) IMA and EDI electronic interfaces to adequately support the product described in section 3.2.

McLeodUSA Telecommunications  
Services, Inc.

\_\_\_\_\_  
Authorized Signature

Blake D. Fisher  
Name Printed/Typed

Group Vice President  
Title

October 26, 2000  
Date

Qwest Corporation

\_\_\_\_\_  
Authorized Signature

GREGORY M. CASEY  
Name Printed/Typed

EXEC. VP.  
Title

October 26, 2000  
Date

## Attachment 3.2

Performance by McLeodUSA of the covenants and agreements in section 2 of Amendment to which this Attachment is a part.

- II. Performance by Qwest of the covenants and agreements in section 3 of the Amendment to which this Attachment is a part.
- III. State recurring rates for lines, adjustments, charges, other terms and conditions, included and excluded platform features, are at the end of this attachment, and are subject to and clarified by the following:
  - A. In determining state-wide usage McLeodUSA agrees to allow Qwest to audit its records of usage of the platform on a quarterly basis. If average usage exceeds the 525 minutes per month for a three month period, or the agreed upon measurement period, on a state-by-state basis, all platform service shall be increased by the appropriate increment. The first increment audit will be conducted during December 2000. If average usage is above 525 minutes on a state-wide basis, the incremental usage element will not be applied for January, February and March usage, or the agreed upon measurement period. The second incremental audit will be conducted in March of 2001 based upon December, January and February usage, or the agreed upon measurement period. If the average usage is above 525 minutes for that quarter, then the appropriate increment usage element(s) will be applied to April, May and June usage, or the agreed upon measurement period. All audits will follow on a rolling quarterly basis, and all increments shall be applied on a rolling basis at the state level.
  - B. The rates provided for by this platform do not apply to usage associated with toll traffic. Additional local usage charges will apply to usage associated with toll traffic.
  - C. Platform rates include only one primary listing per telephone number.
  - D. Rates for voice messaging and DSL service are retail rates and are offered conditioned on paragraph I above where such services are available.
  - E. Rates associates with miscellaneous charges, or governmental mandates, such as local number portability, shall be passed through to McLeodUSA.
  - F. The Platform rates provided for in this Amendment shall only apply to additions to existing CENTREX common blocks established prior to October 1, 2000, and only apply to business local exchange customers served through this unbundled network element platform where facilities exist. Appropriate charges for any new CENTREX-related services or augments where facilities do not exist will apply. This Amendment only

## Attachment 3.2

applies to platform services provided for business users and users of existing CENTREX common blocks. Qwest will not provide McLeodUSA any new CENTREX common blocks. Appropriate nonrecurring charges will apply to any disconnects, charges or additions to this platform. These rates do not apply to basic residential exchange (iFR) service.

- G. Any features or functions not explicitly provided for in this Amendment shall be provided only for a charge (both recurring and nonrecurring), based upon Qwest's rates to provide such service in accordance with the terms and conditions of the appropriate tariff or Agreement for the applicable jurisdiction.

### PRICES FOR OFFERING

|    | Platform<br>recurring | Additional charge<br>for each 50 Minute<br>increment > 525<br>MOU/Month |
|----|-----------------------|---|
| AZ | 30.80                 | 0.280   |
| CO | 34.00                 | 0.295   |
| IA | 26.04                 | 0.270   |
| ID | 33.15                 | 0.295   |
| MN | 27.00                 | 0.205   |
| MT | 34.95                 | 0.300   |
| ND | 28.30                 | 0.260   |
| NE | 35.95                 | 0.300   |
| NM | 27.15                 | 0.140   |
| OR | 25.90                 | 0.170   |
| SD | 29.45                 | 0.345   |
| UT | 22.60                 | 0.270   |
| WA | 24.00                 | 0.195   |
| WY | 33.40                 | 0.360   |

#### FEATURES INCL IN FLAT RATED UNE

##### BUSINESS

Call Hold  
 Call Transfer  
 Three-Way Calling -  
 Call Pickup  
 Call Waiting/Cancel Call Waiting  
 Distinctive Ringing  
 Speed Call Long - Customer Change  
 Station Dial Conferencing (6-Way)  
 Call Forwarding Busy Line  
 Call Forwarding Don't Answer  
 Call Forwarding Variable  
 Call Forwarding Variable Remote  
 Call Park (Basic - Store & Retrieve)  
 Message Waiting Indication A/V

## Attachment 3.2

### FEATURES INCL IN EXISTING CENTREX COMMON BLOCKS

Call Hold  
Call Transfer  
Three-Way Calling  
Call Pickup  
Call Waiting/Cancel Call Waiting  
Distinctive Ringing  
Speed Call Long - Customer Change  
Station Dial Conferencing (6-Way)  
Call Forwarding Busy Line  
Call Forwarding Don't Answer  
Call Forwarding Variable  
Call Park (Basic - Store & Retrieve)  
Message Waiting Indication A/V  
Centrex Management System (CMS)  
Station Mssg Detail Recording (SMDS)  
Data Call Protection  
Hunting Billing  
Individual Line Billing  
Intercept  
Intrasystem Calling  
Intercom  
Night Service  
Outgoing Trunk Queuing  
Line Restrictions  
Touch Tone  
Directed Call Pickup  
AIOD  
Dial 0  
Automatic Call Back Ring Again  
Direct Inward Dialing  
Direct Outward Dialing  
Executive Busy Override  
Last Number Redial  
Make Set Busy  
Network Speed call  
Primary Listing

Docket No. P421/CI-01-1371

Affidavit of Lori A. Deutmeyer  
Exhibit #8

Trade Secret Information Redacted